

**STATE OF MAINE  
INSURANCE CONSULTANT CONTRACT  
LIFE & HEALTH**

Title 24-A Maine Revised Statutes Annotated §1465 requires a written contract for insurance consulting services. This agreement is entered into between \_\_\_\_\_, the Insurance Consultant, and \_\_\_\_\_, the Client. The effective date of this agreement is \_\_\_\_\_.

The Client hereby engages the Consultant for the following insurance consulting services:

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The Client agrees to provide all policies, records and information necessary for the Consultant to perform the above services, and to make a proper evaluation of the Client's insurance program or needs. The Consultant warrants that the Consultant is duly licensed with Life and Health authority under the Maine Insurance Code, and agrees to act in a fiduciary capacity as to the Client, using the records and information gathered pursuant to this relationship only for the advancement of the interests of the Client. The Consultant agrees to evaluate the Client's insurance program or needs and, in addition to any other necessary or appropriate communications, shall prepare a final written report of the Consultant's advice, counsel, or opinion as to such insurance program or needs, as well as a calculation of the final fee. The signed report will be submitted to the Client no later than the conclusion of the period of employment as set forth below. The Consultant shall retain a duplicate, which shall be made available, with any other required or supporting records, to the Superintendent of Insurance upon request as prescribed by law.

Title 24-A M.R.S.A. §1465 requires that this Contract include the amount and basis of any consulting fee. Accordingly, the amount and basis of the consulting fee under this agreement is:

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[Insurance Consulting Contract between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_]

Title 24-A M.R.S.A. §1465 further requires that this Contract include the duration of employment, which shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Additional terms of this agreement are as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

#### Fees and Commissions

Under Title 24-A M.R.S.A. §1466(2), a Life and Health Insurance Consultant may charge a consulting fee and receive commissions for the sale of insurance as an insurance producer if both the consulting fee and the insurance commissions are provided for in a written agreement, in a form approved by the superintendent, signed by the client and the consultant.

☐ The Consultant will not receive commissions for the sale of insurance as an insurance producer in connection with the advice rendered under this agreement.

☐ The Consultant may receive commissions for the sale of insurance in connection with the advice rendered under this agreement, as follows:

\_\_\_\_\_  
\_\_\_\_\_.

**The Consultant and Client hereby agree to the terms of this Contract by signing below.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Consultant

Dated: \_\_\_\_\_

\_\_\_\_\_  
Client